must be proved by the party seeking the dismissal." ROOD, GARNISHMENT, § 284. *Orton* v. *Noonan,* 27 Wis. 572; *German-American Bank* v. *Butler-Mueller Co.,* 87 Wis. 467, 58 N. W. 746. The proper practice is for the defendant or garnishee to make and file in court affidavits of the facts upon which he depends to have the proceedings dismissed, and then to move the court to dismiss the garnishment. *Orton* v. *Noonan,* 27 Wis. 572. In the main case the counsel for the plaintiff argued that, since garnishment proceedings are statutory and in derogation of the common law, the statute must be strictly followed in every particular, and since no provision existed providing a procedure where the averments in the garnishment affidavit were controverted, the court was without jurisdiction to try or determine the issue. The court held, however, that inasmuch as proceedings in garnishment are statutory, authority for their issuance must be found in the statute, and in a case where the defendant has no property subject to execution, garnishment is not authorized, and the issuance of the affidavit or other process is an abuse of process, which any court has inherent power to correct, and that the dismissal of the garnishment is merely a remedy for the abuse of process in obtaining it. *Thoen* v. *Harnstrom,* 98 Wis. 231, 73 N. W. 1011; *Chanute* v. *Martin,* 25 Ill. 63; *Noble* v. *Bates,* 44 Mich. 193. A recent case holding that garnishment may be discharged when the writ is illegally and improperly issued is *Sully* v. *Bushell,* 50 Wash. 389, 97 Pac. 445.

INFANTS—TORTS—BREACH OF WARRANTY.—Defendant, an infant, sold the plaintiff a horse with a warranty of soundness which he knew was false. Defendant refused to take back the horse or return the purchase price, for which plaintiff then sued. *Held,* the pleadings alleged only a breach of warranty, for which an infant is not liable. *Collins* v. *Gifford* (N. Y. 1911), 96 N. E. 721.

With the exception of one jurisdiction, see *Word* v. *Vance,* 1 Nott & McCord 197, 9 Am. Dec. 683, the courts seem to agree in holding infancy a good defense for false warranty of property sold. BURDICK, TORTS, (Ed. 2), p. 122; note 57 L. R. A. 680; KALES, CASES, PERSONS, p. 323. This is but a necessary application of the general rule of non-liability of infants for their contracts. *West* v. *Moore,* 14 Vt. 447. The distinction is nice between false representations constituting a warranty and misleading statements of age to induce the making of a contract. In the latter case the doctrine of estoppel frequently is applied in equity. See 9 MICH. L. REV. 72. The decision in the leading case follows closely the language in *Studwell* v. *Shapter,* 54 N. Y. 249, and also distinguishes *Hewitt* v. *Warren,* 10 Hun 560, the *obiter dictum* of which has sometimes led to confuse a proper conception of the New York doctrine. Yet the exact position of the New York court seems not rigidly or clearly established even by this opinion.

INTERSTATE COMMERCE — STREET RAILWAYS. — The Interstate Commerce Commission regulated certain rates on the interstate passenger traffic of plaintiff, which is an electric interurban street railroad company carrying passengers in Omaha, Nebraska, in Council Bluffs, Iowa, and between those cities. The company objected to the regulation on the ground that the Commission had no jurisdiction, because the Interstate Commerce Act of 1887, and its subse-